

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 04-116**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**AS/400 iSeries Processor, DASD and Tape Backup Unit  
for PeopleSoft Enterprise One Project  
Lancaster County, Nebraska**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, May 5, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

COMPANY NAME \_\_\_\_\_

**PROPOSAL  
SPECIFICATION NO. 04-116**

**OPENING TIME: 12:00 NOON  
DATE: Wednesday, May 5, 2004**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**1. GENERAL NOTICE**

- 1.1 Lancaster County is pursuing the purchase of a new IBM AS/400 iSeries processor and DASD to support the implementation of PeopleSoft Enterprise One software. The hardware installation must initially support the application areas of General Accounting, Financial Reporting & Report Writers, Accounts Payable, Address Book, Accounts Receivable and certain Purchasing functions. The hardware configuration must also support future application areas such as, but not limited to, Fixed Assets, Inventory Management, Stock Management, Budget Development and Contract Management.
- 1.2 Sealed proposals for these services will be received by Lancaster County Purchasing on or before 12:00 noon, Wednesday, May 5, 2004 in the offices of the Purchasing Agent, at 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, NE 68508.
  - 1.2.1 The County will read only the names of the firms submitting proposals, not the fees.
- 1.3 Firms submitting proposals should take caution if U.S. mail or mail delivery services are used for the submission of proposal.
  - 1.3.1 Mailing should be made in sufficient time for proposals to arrive in Purchasing prior to the time and date specified above.
- 1.4 All questions in regard to this RFP are to be directed as listed below:
  - General: Vince Mejer, County Purchasing Agent CPPO, C.P.M.  
440 South 8<sup>th</sup> Street, Suite 200  
Lincoln, Nebraska 68508  
vmejer@lincoln.ne.gov
  - Technical: Randy Ober, Technical Support/Operations Coordinator  
Information Services Division  
233 South 10<sup>th</sup> Street/2nd Floor  
Lincoln, NE 68508  
(402) 441-7598  
rober@lincoln.ne.gov
  - Applications: Jim Walkenhorst, Systems Project Supervisor  
Information Services Division  
233 South 10<sup>th</sup> Street/2nd Floor  
Lincoln, NE 68508  
(402) 441-7138  
jwalkenhorst@lincoln.ne.gov
- 1.5 Proposals received after the established date and time will be rejected.

2. **PROJECT DESCRIPTION AND CONFIGURATION**

- 2.1 Lancaster County desires to run a suite of PeopleSoft Enterprise One financial software. We request that the AS/400 iSeries Processor be sized with the following capacity:
  - 2.1.1 Enough RAID-5 DASD capacity to be no more than 10% utilized after the OS/400 Operating Systems components and the initial PeopleSoft application software is loaded. This includes five (5) Enterprise One environments and test data.
  - 2.1.2 2 GB memory, at minimum.
  - 2.1.3 Ample CPW to run less than 20% average utilization over prime shift with our initial group numbering 15-25 concurrent users and one concurrent batch job. This will increase to 30-40 concurrent users in the future. Standard Edition processor is desired as 5250 CPW is not needed.
- 2.1.4 The IBM software desired is OS/400 release 5.2 and any associated components, DB2 UDB, TCP/IP, Java run time environment, ANSI C Compiler and the DB2 Query Manager and SQL Development Kit pre-loaded with three-year prepaid Software Subscription Agreement and Software Support Agreement.
- 2.1.5 A tape backup unit with capacity to 400 GB compressed, at minimum. An optional auto-loader would be considered, but is not mandatory.
- 2.1.6 All equipment is to be new and under IBM standard warranty.

3. **ADDITIONAL SERVICES**

- 3.1 Lancaster County requests an onsite discussion or a teleconference call before the actual equipment is ordered to discuss any hardware options and to discuss physical site planning.
- 3.2 Please describe any additional services that your company could provide upon the arrival of the equipment. Lancaster County requests assistance with the initial setup and startup of the AS/400. This would include initial console setup, verifying operating system components, configuring TCP/IP, and configuring the ECS, and any other tasks that may be discussed during event described in 3.1 above.

4. **CONFIGURATION - each proposal shall include:**

- 4.1 A detailed listing of the proposed hardware and software configuration that includes a detailed cost listing as well as a projected ship date.
- 4.2 Provide two (2) copies, one original, of the entire proposal with submittal.

AFFIRMATIVE ACTION PROGRAM: Successful proposer will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful proposer's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposal represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF ENVELOPE: SEALED PROPOSAL FOR RFP 04-116**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE      ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No.      FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
TERMS OF PAYMENT

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.